

DOC # 0224963

10/09/2013 03:45 PM

Official Record

Recording requested By
WILLIAM L WILSON

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$17.00

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RPTT:

Recorded By: FES

Book- 555 Page- 0286



**PERSONAL REPRESENTATIVE'S DEED CONVEYING
INTERESTS IN OVERRIDING ROYALTY**

THIS PERSONAL REPRESENTATIVE'S DEED CONVEYING INTERESTS IN OVERRIDING ROYALTY (this "Deed") is made and effective as of the 8th day of October, 2013, from **WILLIAM L. WILSON, PERSONAL REPRESENTATIVE OF THE ESTATE OF JOAN B. WILSON**, deceased, whose address is P.O. Box 2183, Grand Junction, CO 81502 (the "Grantor") to **HOLLIS C. WILSON, TRUSTEE OF THE WILSON FAMILY TRUST, Wilson Family Trust, herein and HOLLIS C. WILSON, TRUSTEE OF THE WILSON SPOUSAL TRUST, Wilson Spousal Trust, herein** whose addresses are P.O. Box 2183, Grand Junction, CO 81502 (the "Grantees"). Joan B. Wilson is hereinafter referred to as the "Deceased".

Whereas, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated December 27, 2002, which Will was duly admitted to informal probate on October 19, 2012 by the District Court in and for the County of Mesa, State of Colorado, Probate Number: 2012 PR 304.

Whereas, the decedent died on the date of October 7, 2012, and Grantor was duly appointed Personal Representative of said Estate by the District Court in and for the County of Mesa, State of Colorado, Probate Number: 2012 PR 304, on October 19, 2012, and is now qualified and acting in said capacity.

I.

RECITALS AND DEFINED TERMS

1.1 Grantor, and others, being the successors in interest to Idaho Mining Corporation, a dissolved corporation (the "Idaho Successors"), were parties to the following conveyances and agreements under which certain net profit interests were converted into overriding royalty interests:

A. Special Warranty Deed Conveying Overriding Royalty Interest dated June 30, 1993, recorded in Book 396, commencing at Page 23 in Lander County, and Book 248, commencing at Page 284 in Eureka County, as corrected by Correction Special

Warranty Deed Conveying Overriding Royalty Interest dated August 9, 1993, recorded in Book 400, commencing at Page 328 in Lander County, and in Book 253, commencing at Page 405 in Eureka County (referred to herein as the "Royalty Deed").

B. Special Warranty Deed and Bill of Sale dated June 30, 1993, recorded in Book 396, commencing at Page 160 in Lander County, and in Book 248, commencing at Page 422 in Eureka County, as corrected by Correction Special Warranty Deed and Bill of Sale dated August 9, 1993, recorded in Book 400, commencing at Page 599 in Lander County, and in Book 254, commencing at Page 142 in Eureka County.

C. Special Warranty Deed Conveying Interest in Overriding Royalty from Grantor herein, and others of the Idaho Successors, to Placer Dome U.S. Inc. and Kennecott Exploration (Australia) Ltd., dated June 30, 1993, recorded in Book 396, commencing at Page 276 in Lander County, and in Book 249, commencing at Page 1 in Eureka County, as corrected by Correction Special Warranty Deed Conveying Interest in Overriding Royalty dated August 9, 1993, recorded in Book 400, commencing at Page 458 in Lander County, and in Book 254, commencing at Page 001 of the Official Records of Eureka County (referred to herein as the "Placer-Kennecott Deed").

D. Memorandum of Surviving Provisions of the Exchange Agreement dated June 30, 1993, recorded in Book 396, commencing at Page 151 in Lander County, and in Book 248, commencing at Page 412 in Eureka County, as corrected by Corrected Memorandum of Surviving Provisions of Exchange Agreement dated August 9, 1993, recorded in Book 400, commencing at Page 589 in Lander County, and in Book 254, commencing at Page 132 in Eureka County.

E. Exchange Agreement dated June 30, 1993 as amended by First Amendment of Exchange Agreement dated August 9, 1993, memoranda of which are recorded as set forth in subparagraph D above.

F. Clarification Agreement between the Cortez Joint Venture, Cortez Gold Mines, Placer Dome U.S. Inc., Kennecott Exploration (Australia), Ltd., Idaho Resources Corporation and the Idaho Successors. This document is dated August 11, 1995 and is recorded in Book 421, commencing at Page 205 in Lander County, and in Book 287, commencing at Page 552, in Eureka County.

G. Special Warranty Deed Conveying an Interest in Overriding Royalty dated September 1, 1999 from the Deceased to Royal Gold, Inc., recorded in Book 468, commencing at page 106 in Lander County (referred to herein as the "Royal Gold Deed").

H. Special Warranty Deed Conveying an Interest in Overriding Royalty dated October 31, 2008 and recorded in Book 482, commencing at page 1 in Eureka County (referred to herein as the "Barrick Deed").

The instruments listed above in 1.1A. through F. are incorporated herein by reference and, hereinafter, referred to collectively as the "Idaho Conversion Documents."

1.2 The rights and interests conveyed to the Idaho Successors by the Idaho Conversion Documents, as diminished by the portion of those rights and interests conveyed by the Idaho Successors under the Placer-Kennecott Deed and the Royal Gold Deed, are referred to in this Deed as the "Royalty Interests." The description of the properties under control of the successor to the Cortez Joint Venture, (currently Barrick Cortez, Inc.), (the "Subject Area"), and which are subject to payment of royalties to the Deceased, include all properties within a defined Area of Interest which is described in the Barrick Deed. The Royalty Interests which pertain and attach to the Subject Area are referred to as the "Subject Interests."

1.3 Wherever the context so requires in this Deed, use of a masculine word form shall include the feminine or neuter forms thereof, use of a singular form shall include the plural and vice versa.

1.4 Grantor, William L. Wilson, Personal Representative of the Estate of Joan B. Wilson, is directed by the terms of Joan B. Wilson's Last Will and Testament to transfer the entire (100%) Subject Interests out of the Estate of Joan B. Wilson into the Wilson Family Trust and the Wilson Spousal Trust.

II. **CONVEYANCE**

2.1 Grantor hereby grants, bargains, sells, deeds and conveys to Grantee: the Wilson Family Trust its successors and assigns 27.1999% of the rights, titles and interests of Grantor in and under the Subject Interests, being limited to the interests which attach and/or pertain to the Subject Area. Grantor hereby grants, bargains, sells, deeds and conveys to Grantee: the Wilson Spousal Trust, its successors and assigns, the remaining 72.8001% of the rights, titles and interests of Grantor in and under the Subject Interests, being limited to the interests which attach and/or pertain to the Subject Area.

III. **MISCELLANEOUS**

3.1 This Deed and conveyance is subject to the restraints and obligations imposed upon Grantor by the provisions of the Idaho Conversion Documents, and Grantees take title to the rights, titles and interests hereby conveyed to it subject to those restraints and obligations, insofar but only insofar as the same relate and pertain to the Subject Area and not to any areas or lands lying outside of the Subject Area.

3.2 Grantor shall promptly notify Barrick Cortez, Inc. that payment of 27.1999% of the royalties which would otherwise be payable to Grantor in respect to "Bullion" recovered from "Production" from the Subject Area, commencing with recoveries of Bullion made on or after September 30, 2013, payment for which is required on or before October 31, 2013, and 27.1999% of royalties payable for Production from the Subject Area thereafter shall be made to Grantee: the Wilson Family Trust. Grantor shall also promptly notify Barrick Cortez, Inc. that

payment of 72.8001% of the royalties which would otherwise be payable to Grantor in respect to "Bullion" recovered from "Production" from the Subject Area, commencing with recoveries of Bullion made on or after September 30, 2013, payment for which is required on or before October 31, 2013, and 72.8001% of royalties payable for Production from the Subject Area thereafter shall be made to Grantee: the Wilson Spousal Trust. The terms "Production" and "Bullion" shall have the same meanings as assigned thereto in the Royalty Deed and the Placer-Kennecott Deed.

3.3 The rights and interests conveyed to Grantee by this Deed shall attach and pertain to all of the mining claims, mineral rights and properties described in the Barrick Deed, to any amendments or relocations of the mining claims described in the Barrick Deed and also to any other mining claims, mineral rights, properties or leases which may have been acquired subsequent to August 9, 1993 and prior to June 1, 2083 within the Subject Area by Cortez Joint Venture and/or Cortez Gold Mines (more fully identified in the Idaho Conversion Documents) or their successors, and which become subject to the provisions of the Idaho Conversion Documents in accordance with the terms thereof.

3.4 Grantor agrees to execute such other documents and give such further assurances, if any become necessary, in order to effectuate and carry out the full intents and purposes of this Deed.

3.5 The provisions of this Deed shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their respective successors, assigns, personal representatives, and heirs.

Made and executed this 8th day of October 2013.

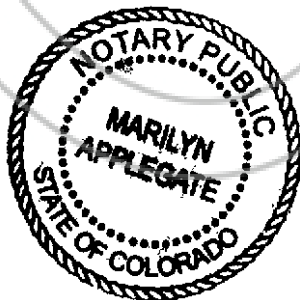
William L. Wilson
William L. Wilson, Personal Representative of the
Estate of Joan B. Wilson, Deceased, Grantor

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Deed was acknowledged before me this 8th day of October 2013, by William L. Wilson, Personal Representative of the Estate of Joan B. Wilson.

WITNESS my hand and official seal.

My commission expires: 7-25-2017



Marilyn Applegate
Notary Public

STATE OF NEVADA
DECLARATION OF VALUE FORM

DOC # DV-224963

10/09/2013

03:45 PM

Official Record

1. Assessor Parcel Number(s)

- a) _____
- b) _____
- c) _____
- d) _____

Recording requested By
WILLIAM L WILSON

Eureka County - NV
Mike Rebaleati - Recorder

2. Type of Property:

- | | | | |
|-------------------------------------|--------------|-----------------------------|------------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam. Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg | f) <input type="checkbox"/> | Comm'/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| <input checked="" type="checkbox"/> | Other | | |

FOR RL
 Book: _____ Page: _____
 Date of Recording: _____
 Notes: _____

Page 1 of 1 Fee: \$17.00
 Recorded By: FES RPTT:
 Book- 555 Page- 0286

3. Total Value/Sales Price of Property

\$ 100
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 8
- b. Explain Reason for Exemption: unpatented mining claims

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature William L Wilson

Capacity Personal Representative of the Estate of Joan B. Wilson

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: William L. Wilson, P.R.
 Address: P.O. Box 2183
 City: Grand Junction
 State: CO Zip: 81502

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Wilson Family Trust and Wilson Spousal Tru
 Address: P.O. Box 2183
 City: Grand Junction
 State: CO Zip: 81502

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____
 Address: _____
 City: _____

Escrow #: _____
 State: _____ Zip: _____